

Request for Qualifications #CR5
Emergency Management Instruction Services

SECTION 1 –INTRODUCTION

PURPOSE

- 1.1** The State of Rhode Island Division of Purchases (Division), on behalf of the Rhode Island Emergency Management Agency (RIEMA), is seeking to develop a roster of qualified instructors available to conduct public Homeland Security/Public Safety training courses on specialized Emergency/Disaster Management and Hazard Mitigation services for state agencies, local governments and private sector students. This roster will remain active for a three-year period, with an option to renew for up to three additional years.
- 1.2** The purpose of this Request for Qualifications (RFQ) is to insure that all appropriately qualified instructors interested in providing such educational services are given the opportunity to do so. (See Section 3 regarding minimum requirements.) To assure that all qualified instructors are included on the list, this solicitation is conducted under the State's Continuous Recruitment (CR) Process. There will be no deadline for responses. However, no instructor will be hired unless the instructor responds in accordance with the requirements of this RFQ including utilization of RIVIP (Rhode Island Vendor Information Program), the State's purchasing website. All contracts awarded through this process will end at the same time.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

- 1.3** This is an RFQ, not an Invitation for Bids. There will be no public opening and reading of responses received by the Division pursuant to this request.
- 1.4** Offerors are advised to review all sections of this RFQ carefully, and to follow instructions completely, as failure to make a complete submission as described in section four may result in rejection.
- 1.5** Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response only to this RFQ will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.
- 1.6** All minimally qualified offerors will be placed on a roster of instructors. Assignments will be based on (1) the number of courses required to meet state and local government educational objectives, (2) the level and nature of experience required for a particular course and (3) availability of instructors. RIEMA will rotate instructor assignments to assure that all instructors have equal opportunity for work.
- 1.7** Offerors shall bear any and all costs associated with responding to this RFQ.
- 1.8** The Master Blanket Purchase Order in conjunction with this RFQ and the Offeror's response shall be the State's contracting mechanism to establish the contract terms. Specific engagements will be scheduled by the RIEMA Training Coordinator.
- 1.9** Compensation. The Fee for educational services rendered shall be \$35 per hour. This rate will be incorporated into a Master Blanket Purchase Order issued by the Division to each qualified instructor pursuant to this RFQ. During the term of the Agreement, upon determination that an increase in rate is warranted, the Division will issue change orders to each instructor notifying instructor of the rate change. Until and unless such a change order is issued by the Division, no higher fees may be paid.

Request for Qualifications #CR5

Emergency Management Instruction Services

- 1.10** Unless otherwise agreed in writing by the Parties, Instructor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of Instructor under this Agreement.
- 1.11** Please note that to submit a valid response all offerors must register on line at the Rhode Island Division of Purchases website at **www.purchasing.state.ri.us**. If an offeror has any questions or needs assistance in registering or downloading a document, the RIVIP Help Desk can be reached Monday through Friday 8:00 AM – 3:30 PM, Eastern Standard Time, at 401-222-2142 Extension 134.
- 1.12** Potential instructors are advised to review all sections of this Request carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 1.13** All costs associated with developing or submitting an offer in response to this Request, or to provide oral or written clarification of its content, shall be borne by the offeror. The State assumes no responsibility for these costs.
- 1.14** Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this RFQ will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.
- 1.15** All minimally qualified candidates will be placed on a roster of instructors. Assignments will be based on (1) the number of courses required to meet state and local government educational objectives, (2) level and nature of experience required for a particular course and (3) availability of instructors. RIEMA will rotate instructor assignments to assure that all instructors have equal opportunity for work.

SECTION 2 - SCOPE OF SERVICES

- 2.1** The student body may be comprised of public safety personnel, private sector personnel or volunteers who may be called upon to respond to emergency or disaster situations, natural or man-made.
- 2.2** In addition to classroom instruction, Instructors will be expected to provide student evaluation forms and attendance records, and to work with RIEMA to develop additional course material.
- 2.3** Instructors will be expected to provide courses in the following areas:
 - Hazard Mitigation
 - Weapons of Mass Destruction
 - Terrorism
 - Natural Disasters (Flood, Hurricanes, Blizzards)
 - Other Disasters (Fire, Chemical Spills, Power Failures, Biological Agents)

Request for Qualifications #CR5
Emergency Management Instruction Services

SECTION 3 - EVALUATION OF QUALIFICATIONS

3.1 MINIMUM QUALIFICATIONS –All instructors must meet the following minimum qualification:

- Five years experience in public safety disciplines.
- Successful completion of the train the trainer course which the applicant desires to instruct.
- Successful completion of an Adult Education Methodology course or program.

3.2 VALIDATION/EVALUATION – RIEMA, in consultation with the Division, shall validate/evaluate whether offerors meet the minimum qualifications utilizing the Instructor Evaluation Scoring Process described below, and shall certify that offerors have complied with the terms of the RFQ. The following criteria will be used to determine the quality and capability of the candidates:

- Compliance with terms of the RFQ
- Minimum qualifications/requirements.
- Previous teaching experience (number and types of courses).
- References.

3.3 Instructor Evaluation Scoring Process

Evaluation will be based on demonstration of experience, specialized training and depth of understanding. Instructors will be scored on the following categories:

- a) Instructor Experience
 - i) Previous experience as an instructor (1 pt)
 - ii) Previous experience instructing the specific course the applicant desires to instruct for the State (2 pts)
 - iii) Previous experience as an instructor trainer (3 pts)
- b) General Public Safety Experience
 - i) Five – ten years public safety experience (1 pt)
 - ii) Eleven to twenty years public safety experience (2 pts)
 - iii) Greater than twenty years public safety experience (3 pts)
- c) Specialized Training and Experience Guidelines
 - i) Awareness Level (demonstrated training and experience for personnel who are likely to witness or discover a WMD event or critical incident, or may be initially sent to investigate the report of such an event and conduct work in the cold zone). (1 pt)
 - ii) Performance Level A (Operations Level) (demonstrated training and experience for personnel who will likely be responding to the scene of a potential WMD event or critical incident. Personnel at this level are expected to conduct operations in the warm zone and cold zone and support personnel working in the hot zone). (2 pts)

Request for Qualifications #CR5
Emergency Management Instruction Services

- iii) Performance Level B (Technician Level) (demonstrated training and experience for personnel who will likely be responding to the scene of a potential WMD event or critical incident and expected to conduct operations in the hot zone, as well as in the other zones set up on the incident scene). (3 pts)
- iv) Planning and Management Level (demonstrated training and experience for personnel who are part of the leadership and management team expected to respond to a WMD incident and or critical incident). (4 pts)

SECTION 4 – SUBMISSION

- 4.1** Interested parties must submit offers for services covered by this Request utilizing the Rhode Island Vendor Information Program (RIVIP). Please note that vendor must register as a State of Rhode Island vendor online at www.purchasing.state.ri.us. Registration is quick and easy! However, anyone with questions or needing assistance in registering or downloading a document, can contact the RIVIP Help Desk Monday through Friday 8:00 AM – 3:30 PM, Eastern Standard Time, at (401) 222-2142 Extension 134.

Once registered, a vendor can sign onto RIVIP with his/her User ID Number. Once signed on, when the RFQ is accessed on the website, RIVIP will automatically-generate a customized RIVIP Bidder Certification Cover Form for the vendor that must be submitted with this RFQ. No offer will be accepted without a RIVIP-Generated Bidder Certification Cover Form.

- 4.2** Interested applicants must submit an original and 1 copy of the following information:

- Completed 3-page RIVIP Generated Cover Form, signed in ink and dated attached to a copy of this RFQ, including the following completed forms:
- Appendix B, Original Copy of Summary of Instructor's Course Information, signed in ink and dated.
- Appendix C, Terms of Agreement Acceptance Form, signed in ink and dated.
- Copy of signed Notice of Designation as an Independent Contractor on file with the Department of Labor and Training pursuant to R.I.G.L. 28-29-17.1. (Copies of form can be downloaded from RIVIP website. Click on "General Information" then click on "Standard Forms" and then print.)
- IRS W-9 Form (Not necessary if paid recently by State. No one can be paid without valid W-9 on file with the State Controller.)

- 4.3** In addition, applicants must submit the following documentation:

- Resume with description of the background and qualifications of the offeror.
- List of verifiable references with contact information. References must be relevant to RFQ services.
- Proof of successful completion of an Adult Education Methodology course.
- Proof of successful completion of course(s) instructor has offered to teach.

- 4.4** Responses should be mailed or hand-delivered in a sealed envelope marked:

RFQ #CR5
Request for Qualifications for Emergency Management Instructors
State of Rhode Island Division of Purchases
ONE CAPITOL HILL
PROVIDENCE, RI 02908

Request for Qualifications #CR5
Emergency Management Instruction Services

APPENDIX A

COURSE DESCRIPTIONS

1. Emergency Response to Terrorism: Basic Concepts (AWR-100)

This course addresses the special needs of responders to incidents which may have been caused by terrorist action. 16 hours, Office of Domestic Preparedness/National Fire Academy.

2. Law Enforcement Response to Weapons of Mass Destruction – Awareness (AWR-120)

This course addresses the special needs of law enforcement responders to incidents which may have been caused by terrorist action. 16 hours, Office of Domestic Preparedness/Louisiana State University.

3. Incident Response to Terrorist Bombings – Awareness (AWR-130)

This is an awareness level course designed to provide basic instruction in weapons of mass destruction with an emphasis on explosives. 4 hours, Office of Domestic Preparedness/New Mexico Institute of Mining and Technology.

4. WMD Radiological/Nuclear Awareness (AWR-140)

This is an awareness level course designed to provide basic instruction in weapons of mass destruction with an emphasis on radiological and nuclear weapons. 4 hours, Office of Domestic Preparedness/US Dept of Energy.

5. Computer Aided Management of Emergency Operations (CAMEO) (PER-224)

CAMEO is a system of software applications used to plan for and respond to chemical emergencies. 24 hours, Office of Domestic Preparedness/Louisiana State University and/or NOAA.

6. Decontamination for Hospital Personnel

This course is designed to train hospital personnel in appropriate decontamination techniques for weapons of mass destruction or industrial chemical incidents. 8 hours, RI Emergency Management Agency.

7. WMD Personnel Protective Equipment for Law Enforcement Personnel

This course is designed to train law enforcement personnel in the use of Level C protective equipment at the scene of a terrorist incident. 8 hours, RI Emergency Management Agency.

8. Incident Command System (ICS) 200

This basic course is designed to introduce students to the principles associated with the ICS. It covers organization, facilities, resource terminology, and the common responsibilities or general instructions associated with incident or event assignments. It covers modules 2-6 of the National Training Curriculum. 8 hours, National Interagency Incident Management System.

Request for Qualifications #CR5
Emergency Management Instruction Services

9. Incident Command System – 300

This intermediate course provides information about the organization and staffing of an Incident Command System, organizing for planned and unplanned events, and Resource Management. It covers modules 7-11 of the National Training Curriculum. 16 hours, National Interagency Incident Management System.

10. Wilderness Search and Rescue

This course is designed to train public safety personnel in the basics of lost person search techniques. 16 hours, RI Emergency Management Agency.

11. Wilderness Search and Rescue Navigation

This course is designed to train public safety personnel in advance techniques of wilderness search and rescue with an emphasis on map and compass and navigation techniques. 16 hours, RI Emergency Management Agency.

12. Recognizing and Identifying Hazardous Materials (HAZMAT R&I)

This course is designed to provide information to public safety personnel that may discover or be initially called to the scene of a hazardous materials incident. 4 hours, US DOT, RI Emergency Management and/or RI Fire Academy.

Request for Qualifications #CR5
Emergency Management Instruction Services

APPENDIX B

INSTRUCTOR'S COURSE INFORMATION SUMMARY FORM

Complete the following table. Submit with RFQ package as instructed in Section 4 of RFQ.

Indicate Course(s) you are qualified to teach by circling the Course Number(s) (Refer to Appendix A for course descriptions.)	Completed Train the Trainer (Yes or No)	For Use by RIEMA (leave blank)	Number of times offeror has taught class	Date offeror last taught class
1. Emergency Response to Terrorism: Basic Concepts (AWR-100)				
2. Law Enforcement Response to Weapons of Mass Destruction – Awareness (AWR-120)				
3. Incident Response to Terrorist Bombings – Awareness (AWR-130)				
4. WMD Radiological/Nuclear Awareness (AWR-140)				
5. Computer Aided Management of Emergency Operations (CAMEO) (PER-224)				
6. Decontamination for Hospital Personnel				
7. WMD Personnel Protective Equipment for Law Enforcement Personnel				
8. Incident Command System (ICS) 200				
9. Incident Command System – 300				
10. Wilderness Search and Rescue				
11. Wilderness Search and Rescue Navigation				
12. Recognizing and Identifying Hazardous Materials (HAZMAT R&I)				

Signature of Offeror Certifying Accuracy of Information

Request for Qualifications #CR5
Emergency Management Instruction Services

APPENDIX C
INDEPENDENT CONTRACTOR INSTRUCTOR
TERMS OF AGREEMENT ACCEPTANCE FORM

This Agreement is made by and between the Division of Purchases (Division) on behalf of the Rhode Island Emergency Management Agency (RIEMA or Agency) and the undersigned known as the Instructor (collectively the Parties) and shall become effective only upon issuance by the Division of a Master Blanket Purchase Order to the Instructor.

WHEREAS, RIEMA is charged with managing any emergency or disaster that may be duly declared by the Governor whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency or enemy attack; and

WHEREAS, the Instructor represents and warrants that he/she has specific training and expertise in emergency management and is qualified to perform educational services relating to emergency management; and

WHEREAS, RIEMA desires to retain the Instructor for educational services relating to Emergency Management and Instructor agrees to provide such educational services;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Instructor hereto agree as follows:

1.1 Service.

Instructor agrees to provide timely and satisfactory emergency management educational services consistent with his/her credentials submitted in response to the RFQ attached hereto and as determined by the Agency.

2.1 Term.

This Agreement shall automatically terminate at the end of the period established in the Master Blanket Purchase Order issued by the Division to the Instructor pursuant to the RFQ, unless extended by mutual agreement.

3.1 Relationship.

Instructor agrees and certifies that the relationship between the Agency and the Instructor at all times during the term of this Agreement shall be an independent contractor relationship. Instructor understands that no Federal, State, or Local employment, unemployment or payroll tax of any kind shall be withheld or paid by the Agency on behalf of the Instructor, unless required by law. Instructor shall not be treated as an employee of the State of Rhode Island or any agency, division, or department of the State with respect to services performed hereunder and shall not participate in or be entitled to receive any benefits associated with State employment, unless required by law.

3.1.1 Instructor agrees to file with the Department of Labor and Training, in compliance with Rhode Island General Law §28-29-17.1, a notice of designation as an Independent Contractor, within five (5) days after issuance of a Master Blanket Purchase Order from the Division to the Instructor.

Request for Qualifications #CR5
Emergency Management Instruction Services

4.1 Record Keeping.

The Instructor agrees to keep and maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Instructor shall permit the Auditor of the State of Rhode Island or any authorized representative of the state and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Instructor relating to this Agreement, where such records may be located. The Instructor shall not impose a charge for audit or examination of the Instructor's books and records.

5.1 Payment Terms.

The fee for educational services rendered shall be \$35 per hour as indicated in the Master Blanket Purchase Order, however upon determination that an increase is warranted the Division will issue a change order.

5.1.1 Instructor must submit invoices to RIEMA providing detailed information; dates, hours of service, location, and description of educational services rendered. Instructor agrees that RIEMA shall remit payment to Instructor in accordance with laws and regulations of the State of Rhode Island.

5.1.2 Unless otherwise agreed in writing by the Parties, Instructor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of Instructor under this Agreement.

5.1.3 Upon determination that the Instructor has failed to perform or deliver any educational service as required by this Agreement, the Instructor shall not be entitled to any compensation under this Agreement until such service is performed. In this event, RIEMA may withhold that portion of Instructor's compensation, which represents payment for educational service that was not performed.

6.1 Expenses.

Instructor expenses including, but not limited to, lodging, food and travel shall not be reimbursed without prior written authorization from the RIEMA training coordinator and shall be in accordance with the State of Rhode Island Controller's travel reimbursement policies and procedures.

7.1 Termination Upon thirty (30) days notice.

Following thirty (30) day's written notice, the Instructor may terminate this Agreement.

7.2 Immediate Termination

The Division shall have the right to terminate this Agreement, without penalty or incurring any further obligation to the Instructor as a result of any of the following:

7.2.1 Adequate funds are not appropriated or granted to allow RIEMA and/or the State to operate as required and to fulfill its obligations under this Agreement;

Request for Qualifications #CR5

Emergency Management Instruction Services

- 7.2.2** Funds are rescinded, de-appropriated, are not allocated, or if funds needed by the State or RIEMA, at the State or RIEMA's sole discretion, are insufficient for any reason;
- 7.2.3** RIEMA's authorization to operate is withdrawn, or there is a material alteration in the programs administered by RIEMA; or RIEMA's duties are substantially modified.
- 7.2.4** If Instructor is required to be certified or licensed as a condition precedent to providing educational services, the revocation, loss or falsifying of such condition precedent will result in the immediate termination of this Agreement effective as of the date on which the license or certification is no longer in effect or it is discovered that such license or certification is false, deceptive or incorrect;
- 7.2.5** Instructor fails to comply with confidentiality laws or provisions;
- 7.2.6** Instructor fails to perform to Agency's satisfaction;
- 7.2.7** Instructor fails to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement;
- 7.2.8** Instructor engages in conduct that has or may expose the State of Rhode Island to liability, as determined by the State of Rhode Island's sole discretion;
- 7.2.9** Instructor infringes any patent, trademark, copyright, trade-dress or any other intellectual property right.

8.1 Confidential/Proprietary Information.

Instructor, his/her employees, agents, assistants, consultants may have access to Confidential and/or Proprietary information or material including Critical Infrastructure Information (collectively "Confidential Information") maintained by the Agency to the extent necessary to carry out his/her responsibilities under this Agreement. Instructor, his/her employees, agents, assistants, consultants shall keep all Confidential Information confidential to the extent required or permitted by all applicable law, including R.I.G.L. § 38-2-2; Pub. L.No.107-296, 116 Stat. 2135 §214(a)(1)(A) (to be codified at 6 U.S.C. §133(a)(1)(A)) and shall not disclose any Confidential Information to any other person without the express written permission of the Agency, either during the period of this Agreement or thereafter. Any information or material supplied to or created by Instructor for purposes of this Agreement shall be considered at the option of the Agency, the property of the Agency.

8.1.1 Labeling Confidential Information

All information or material that Agency intends to be treated as Confidential shall be labeled "Confidential/Proprietary" prior to disclosure to Instructor. All information or material that Agency deems to be Critical Infrastructure shall be labeled "Confidential Critical Infrastructure Information. Do not release."

Critical Infrastructure means:

Information not customarily in the public domain and related to the security of critical infrastructure or protected systems—actual, potential, or threatened interference with, attack on, compromise of, or incapacitation of critical infrastructure or protected systems by either physical or computer-based attack or other similar conduct (including the misuse of or unauthorized access

Request for Qualifications #CR5

Emergency Management Instruction Services

to all types of communications and data transmissions systems) that violates Federal, State, or local law, harms interstate commerce of the United States, or threatens public health or safety; The ability of any critical infrastructure or protected system to resist such interference, compromise, or incapacitation, including any planned or past assessment, projection, or estimate of the vulnerability of critical infrastructure or a protected system, including security testing, risk evaluation thereto, risk management planning, or risk audit; or

Any planned or past operational problem or solution regarding critical infrastructure or protected systems, including repair, recovery, reconstruction, insurance, or continuity, to the extent it is related to such interference, compromise, or incapacitation.

8.1.2 Subpoena.

In the event that a subpoena or other legal process is served upon the Instructor for records containing Confidential Information, the Instructor shall promptly notify the State and cooperate with the State in any lawful effort to protect the Confidential Information.

8.1.3 Reporting of Unauthorized Disclosure.

The Instructor shall immediately report to Emergency Management and Homeland Security officials of the State any unauthorized disclosure of Confidential Information.

9.1 Indemnification.

Instructor agrees to indemnify and hold harmless the State of Rhode Island, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs and expenses and reasonable attorneys' fees of counsel required to defend the State of Rhode Island related to or arising from:

9.1.1 Any breach of this Agreement;

9.1.2 Any negligent, intentional or wrongful act or omission of the Instructor or any agent or subcontractor utilized or employed by the Instructor;

9.1.3 The Instructor's performance or attempted performance of this Agreement, including any agent of sub-contractor utilized or employed by the Instructor;

9.1.4 Any failure by the Instructor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Instructor to conduct business in the State of Rhode Island;

9.1.5 Any infringement of any copyright, trademark, patent, trade-dress or other intellectual property right; or

9.1.6 Any failure by the Instructor to adhere to the Confidential/Proprietary Information provisions of this agreement

10.1 General Provisions.

All Addendums, Schedules, or Appendices attached hereto, and referred to herein, shall be deemed incorporated by reference.

11.1 Survives Termination.

The Instructor's obligation under this Agreement shall survive termination of this Agreement.

12.1 Severability.

Request for Qualifications #CR5
Emergency Management Instruction Services

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provisions in this Agreement.

13.1 Jurisdiction.

The laws of the State of Rhode Island shall govern this Agreement.

BY: _____
(Signature of Instructor in ink)

Name: _____

Title: _____

Address: _____

Date: _____